

Form 622**(Revised 01/06)**

Return in duplicate to:

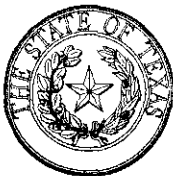
Secretary of State

P.O. Box 13697

Austin, TX 78711-3697

512 463-5555

FAX: 512 463-5709

Filing Fee: see instructions

**Certificate of Merger
Combination Merger
Business Organizations Code**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

DEC 29 2008

Corporations Section**Parties to the Merger**

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the secretary of state for each organization that is a party to the merger are as follows:

Party 1**W. T. Byler Co., Inc.***Name of Organization*The organization is a for-profit corporation*Specify organizational form (e.g., for-profit corporation)*

It is organized under the laws of

TXUSA

The file number, if any, is

*State**Country**Texas Secretary of State file number*Its principal place of business is 15203 Lillja Rd.HoustonTX*Address**City**State*
☒ The organization will survive the merger.
 ☐ The organization will not survive the merger.

☐ The plan of merger amends the name of the organization. The new name is set forth below.
*Name as Amended***Party 2****W. T. Byler Co., LP***Name of Organization*The organization is a limited partnership*Specify organizational form (e.g., for-profit corporation)*

It is organized under the laws of

TXUSA

The file number, if any, is

00151838-10*State**Country**Texas Secretary of State file number*Its principal place of business is 15203 Lillja RdHoustonTX*Address**City**State*
☐ The organization will survive the merger.
 ☒ The organization will not survive the merger.

☐ The plan of merger amends the name of the organization. The new name is set forth below.
*Name as Amended***Party 3***Name of Organization*

The organization is a

Specify organizational form (e.g., for-profit corporation)

It is organized under the laws of

The file number, if any, is _____
State Country Texas Secretary of State file number
Its principal place of business is _____
Address City State

- ☐ The organization will survive the merger. ☐ The organization will not survive the merger.
☐ The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Plan of Merger

- ☒ The plan of merger is attached.

If the plan of merger is not attached, the following statements must be completed.

Alternative Statements

By checking the following boxes, each domestic filing entity certifies that:

- ☐ A signed plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic entity or non-code organization that is named in this form as a party to the merger or an organization created by the merger.
☐ On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger.

If a filing entity is to survive the merger, complete either A or B. If B is selected, provide relevant information in the space provided.

Amendments

- ☒ A. No amendments to the certificate of formation of any filing entity that is a party to the merger are effected by the merger.
☐ B. The plan of merger effected changes or amendments to the certificate of formation of

Name of filing entity effecting amendments

The changes or amendments to the filing entity's certificate of formation, other than the name change noted previously, are stated below.

Amendment Text Area

Organizations Created by Merger

The name, jurisdiction of organization, principal place of business address, and entity description of each entity or other organization to be created pursuant to the plan of merger are set forth below. The certificate of formation of each new domestic filing entity to be created is being filed with this certificate of merger.

NEW ORGANIZATION 1			
<i>Name</i>	<i>Jurisdiction</i>	<i>Entity Type (See instructions)</i>	
<i>Principal Place of Business Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

NEW ORGANIZATION 2			
<i>Name</i>	<i>Jurisdiction</i>	<i>Entity Type (See instructions)</i>	
<i>Principal Place of Business Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

NEW ORGANIZATION 3			
<i>Name</i>	<i>Jurisdiction</i>	<i>Entity Type (See instructions)</i>	
<i>Principal Place of Business Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

Approval of the Plan of Merger

The plan of merger has been approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

☐ The approval of the owners or members of _____
Name of domestic entity
 was not required by the provisions of the BOC.

Effectiveness of Filing (Select either A, B, or C.)
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A. ☐ This document becomes effective when the document is accepted and filed by the secretary of state.

B. ☒ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: December 31, 2008

C. ☐ This document takes effect on the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

--

Tax Certificate

☐ Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.

☒ In lieu of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: December 26, 2008

W.T. Byler Co., Inc.
Merging Entity Name

W.T.B. /
Signature and title of authorized person

W.T. Byler Co., LP
Merging Entity Name

W.T.B. /
Signature and title of authorized person

Merging Entity Name

Signature and title of authorized person

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is to be effective as of December 31, 2008, and is executed by W. T. BYLER CO., INC., a Texas corporation, and W.T. BYLER CO., LP, a Texas Limited Partnership.

RECITALS:

The shareholder of W. T. BYLER CO., INC. (the "Company") and the partners of W. T. BYLER CO., LP (the "Partnership") (collectively "Merged Entities") deem it advisable for the Partnership to merge the Partnership with and into the Company as authorized by the Texas Business Organizations Code and Texas Revised Limited Partnership Act (collectively, the "Act"), and on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions herein contained, the parties hereto agree as follows:

ARTICLE I

Redemption and Merger

1.1 **Redemption of General Partner.** As of the Effective Time (as defined in Section 1.3), the Partnership will redeem the outstanding 1% general partnership interest and pay to W. T. BYLER CO.-GP, INC, as General Partner of the Partnership, \$300,00.00 cash as consideration for such interest. As of the Effective Time, the general partnership interest in the Partnership shall be canceled and cease to exist.

1.2 **Merger.** Simultaneously with the Redemption referred above and as of the Effective Time, the Partnership shall be merged into the Company, the separate existence of the Partnership shall cease and the W. T. BYLER CO., INC., as a surviving entity in the merger (the "Surviving Entity"), shall continue to exist by virtue of and shall be governed by the laws of the State of Texas.

1.3 **Effective Time of Merger.** A Certificate of Merger setting forth the information required by, and otherwise in compliance with, the Act shall be filed with the Secretary of State of Texas and the merger of the Partnership with and into the Company (the "Merger") shall become effective upon December 31, 2008 (the time of such effectiveness is herein called the "Effective Time").

1.4 Effects of Merger. At the Effective Time, the Company without further action, as provided by the laws of the State of Texas, shall succeed to and possess all rights, privileges, powers and franchises, of a public as well as of a private nature, of the Partnership; and all property, real, personal and mixed, and all debts due on whatsoever account, including subscriptions to shares, and all other causes in action, and all and every other interest, of or belonging to or due to the Merged Entities, shall be deemed to be vested in the Company without further act or deed; and the title to any real estate, or any interest therein, vested in the Company or the Merged Entities shall not revert or be in any way impaired by reason of the Merger. Such transfer to and vesting in the Company shall be deemed to occur by operation of law and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger or consolidation by law or express provision in any contract, agreement, decree, order or other instrument to which the Partnership or the Merged Entities is a party or by which it is bound. The Company shall thenceforth be responsible and liable for all debts, liabilities and duties of the Merged Entities, which may be enforced against the Company to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Neither the rights of creditors nor any liens upon the property of the Partnership or the Merged Entities shall be impaired by the Merger.

1.5 Certificate of Formation. The Certificate of Formation of the Company that is in effect at the Effective Time shall be and remain the Certificate of Formation of the Surviving Entity, until the same shall thereafter be amended or repealed in accordance with law. The Limited Partnership Agreement of the Partnership shall terminate and become of no force and effect at the Effective Time.

1.6 Bylaws. The Bylaws of the Company that are in effect at the Effective Time shall be and remain the Bylaws of the Surviving Entity, until the same shall thereafter be amended or repealed in accordance with law.

1.7 Officers. The officers of the Company who are serving as such at the Effective Time shall be the officers of the Surviving Entity from and after the Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with law or the Surviving Entity's By-laws.

1.8 Directors. The directors of the Company who are serving as such at the Effective Time shall be the director of the Surviving Entity from and after the Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with law or the Surviving Entity's By-laws.

ARTICLE II

Conversion of Interests in the Merger

By virtue of the Merger and without any action on the part of any person, as of the Effective Time:

(a) The Partnership will redeem the outstanding 1% general partnership interest and pay to W. T. BYLER CO.-GP, INC, as General Partner of the Partnership, \$300,000.00 cash as consideration for such interest and the general partnership interest in the Partnership shall be canceled and cease to exist.

(b) All of the Limited Partnership interests of the Partnership issued and outstanding immediately prior to the Effective Time shall be cancelled without payment of any consideration therefor and shall cease to exist and be outstanding.

ARTICLE III

Miscellaneous

3.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument.

3.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

3.3 Section Headings. The section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first set forth above.

W. T. BYLER CO., INC.

W.T. BYLER CO., LP
By: W. T. BYLER CO.-GP, Inc.,
General Partner

By: W.T. Byler, Jr.
William. T. Byler, Jr., President

By: W.T. Byler, Jr.
William. T. Byler, Jr., President

Consented to by: W. T. BYLER CO.-GP, INC.

By: W.T. Byler, Jr.
William. T. Byler, Jr., President